EXHIBIT 1

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	1. Piece and date Tromsel 10th of February 2004	UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89" PARTI	
aveniary Covernition of inferior (2006/CD), Coperhapen and 98716	2. Owner-Pice of business (£4 style, activess and bibushladax.no.) (3.1(a)) TFDS Offshore AS Strandvegen 106 P.O. box 6155 9201 Tromses Horway Phone: 47 77 67 99 59 Facc: 47 77 67 99 77 E-mail: offshore@ticls.no	3. Charteran/Fisce of business (full style, address and teles/telesdax no.) (CL fie)) Rofv Berg Drive AS Sendre Tollibodgate 15 P.O. box 96 9251 Tromse Horway Phone: +17 77 96 98 90 Fax: +17 77 98 98 6-mail: drive@rbdrive.com	
The Bodds and Interna- (This Solds and Interna- (This Solds and Interna- (This Solds and Interna-	Vessel's nerre (Cl. 1(a)) AHTS Aldoms	5. Date of delivery (CL 2(e)) 20-31,83,2004 8. Cancelling date (CL 2(e) and (c)) 31,83,2004	
	7. Port or piece of delivery (CL 2(a)) Mumbal, Incita	B. Port or place redelivery/hotice of redelivery (CL. 2(d)) Mitembal, India (I) Port or place of redelivery 15 days (I) Number of days' notice of redelivery	
lby brid Support Vessel Owners' Ster (SOA), Lendon Frinsed by SilsOO's Abe-	8. Period of hire (CL 1(a)) 3 years firm	10. Extension of period of hire (optional) (CL_1(b)) (i) Period of extension 15 days (ii) Advance notice for declaration of option (days)	
Adoptes pertingen Internal Assestia	11. Automatic extension period to complete voyage or well (Cl. 1(cl)) As per work in progress. (i) Voyage or well (state which) 90 days. (ii) Maximum extension period (state number of days)	12. Mcblission charge (temp sum and when due) (CL 2(b)(t)) Included in the vessel's dayrate for the first 3 years charter hire See Clause 37 () Lump sum NA (i) When due 13. Port or piace of mobilisation (CL. 2(b)(t))) Valletts, Malts.	
Copyright, published by The Budde and bisemudochal Martinas Council (BIBCO), Co Repensator 1988	14. Early termination of charter (state amount of hire payable) (<u>CL 25(a)</u>) As per state oil company rules and regulations (O.M.G.C.).	15. Number of days' notice of early immination (<u>C. 28(4)</u>) See box 14 16. Demobilisation charge (tump sum) (<u>C. 2(a)</u> and <u>Cl. 26(a)</u>) Included in vessel's dayrate for the first 3 years charter hire.	





"SUPPLYTIME IN" UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS

PARTI

17. Area of operation (CL S(a)) The continental shelf of India,	7	18. Employment of vessel restricted to (size Anichor handling, towage, fire services and any other service undertake to perform. Ahvays to certification.	lighting, supply services, mud
19. Charter hire (state rate and currency) (C	. 10(a) and (d))	20. Extension hire (Fagreed, state rate) (C	100m (1/L
USD 8.500,-+ USD 700,- (mod in (mobidemob). Total: USD 8.530,- per day the fil		USD 9000	
21. Invoicing for hire and other payments (2) (5) state whether to be issued in advance in Arreans		22. Payments (state mode and piece of pay ecount) (Ct. 10(e)) As per owner's instruction To: SpareBank1 Nord-Norge	ment, also state beneficiary and bank
(f) state to whom to be issued if address As per box 2 (ii) state to whom to be issued if address		Account no: 4729.01.10455 Swift code: snown822 By: Swift transfer	
Payment of hire, bursted involves and dis maximum number of days) (CL 10(e)) 35 banking days from date of inv	•	24. Indonest rate payable (CL 10(e)) NA	25. Maximum audit period (CL 10(1)) 60 clays
26. Monte (white rate agreed) (2.5(c)(0)) USD 10,- per meal	27. Accommodation (state rate agreed) (CL S(c)(t)) USD 12,- per person	28. Multini Walver of Recourse <u>(optional</u> , al Yes	ale whether applicable) (CL 12(1))
28. Subject (state amount of daily increment is NA	charter (New) (C3. 17(b))	30. War (state name of countries) (CL.19(c)) Deleted	
31. General everage (place of selflement - only i	o be filed in Eigher then Landon) (CL 21)	32. Broakdown (stale period) (CL 26(0)(v)) 30 days	
Law and arbitration (state <u>C. 31(a)</u> or <u>31(a)</u> sets state place of arbitration) <u>(C. 31)</u> Horsesgian Lawr, arbitration in Or	_	34. Numbers of additional clauses covering a From Clause 37 to Clause 38	pedal provisions, II agreed



"SUPPLYTIME 88" UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS

36. Harnes and addresses for notices and other communications required to be given by De Owner (Cl. 26) 36. Harnes and addresses for notices and other communications required to be given by As per box 3 the Charlesons (CL 28) As per box 2 It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional disuses if any agreed and stated in Box 34, and PART II are used as ANNEX 37, and ANNEX 39, as annexed to this Charter. In the event of a conditions, the provisions of PART I shall provide over those of PART II and ANNEX 37, and ANNEX 37 be strient of such condition further. ANNEX 30 as annexed to this Charter is optional and shall be Roy 28. Signature (Owners)

Signature (Charlerece)

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PARTI



ANNEXURE - A

Technical Specification of AHTS of not less than 9600 BHP - 1 No.

		pecification of AATS of not les	
Sr.No	Prameter	ONGC Requirement	Bidder Specification
1	GENERAL		
1,1	Name of Vessel		MV ALDOMA
1,2	Name of owner		desponent owner t.f.d.s. offshore as
1,3	Flag		BAHAMAS
1,4	Poart of registry		NASSAU
1,5	Place of build		NORWAY
1,6	Year of build		1983
1,7	Name of yard		Framnes Mekaniske, Sandefjord
1,8	Classification	ABS/DNV/BV/LRS/IRS/GL	DNV * 1A1 \(\Delta\) Tug&Supply Vessel SF EO FIFI II ICE C
1,9	call sign/official No.		C6RD9
2	DIMENSIONS		
2,1	LOA [meters]		67,70 m
2,2	LBP [meters]		59,40 m
2,3	Breadth mld [meters]		14,50 m
2,4	Depth mld [meters]		5,97 m
2.5.1	Summer draugh [meters]		5,85 mtr. Min. draft (Light ship) 3,5 mtr. Max. draft (Tropical) 6.08 mtr
2.5.2	Operating draugh [meters]	Not more than 5.95 M at specified min DWT	5 m at 1000 DWT (TOTAL DWT 2005 TON)
2,6	Clear deck Aft		407 m2
2.6.1	Length [meters]		37 mtrs
2.6.2	Breadth [meters]		11 mtrs
2.6.3	Area [sq. meters]	Not less than 300 sq. meters	407m2





3	MACHINERY		
3,1	Main Engines		
3.1.1	Number of Main Engines	Not less than 2 [two]	4
3.1.2	Make		Bergen Diesel
3.1.3	Model		KVMB 12
3.1.4	Max continuous rating (for all main engines together) at 100% - NOMINAL.		12240 BHP
3.1.5	Year of build	New at the time of installation onboard the Vessel	1983 (New at the time of installation onboard the Vessel)
3,2	Main Propulsion		
3.2.1	Number of propellers	Not less than 2 [two]	2 x Ulstein, 180 Rpm
3.2.2	Туре	Shrouded CPP preferred	CPP
3.2.3	Propeller diameter [mtrs]		3600 mm
3.2.4	Propeller make		ULSTEIN PROPELLER
3,3	Side Thrusters		3
3.3.1	Number of bow thrusters	Not less than 2 [one]	2
3.3.2	Number of stern thrusters		1
3.3.3	Rating of BTs [KW]		1180 KW
3.3.4	Rating of STs [KW]		590 KW
3,4	Generators		
3.4.1	Number of generators	At least three independent power sources	4 Independent Power Sources (2 x Shaftgenerators, Siemens 3200Kw, 2 x
3.4.2	Total rating [KVA]		3690 KVA
3,4.3	Voltage rating		380V
3.4.4	Frequency [Hz]		50 H±
3,5	Steering gear		
3.5.1	Туре	Hydraulic preferred	Hydraulic, Tennfjord I-2X (18M300/2GM620)-FU



050			O Town Bank
	Number of rudders	Not less than 2 [two]	2 Tennfjord
4	PERFORMANCE		
4,1	Trial speed [knots]		16,5 knots
4,2	Cruising speed [knots]		12-15 knots
4,3	Bollard pull [Max cont]	Not less than 105 Metric Tons	140 Tons
4,4	Fuel consumption [KI/day]		
4.4.1	Standby		7,1 m3
4.4.2	Underway		18 m3
4.4.3	Towing		44,7 m3
5	TOWING AND ANCHOR HANDLE	ING	
5,1	Winch		
5.1.1	Туре	Min. Double drum water fall hydraulic	Brattvaag SL 250(Double drum Water fall hydraulic)
5.1.2	Make		Brattvaag
5.1,3	Model		SL 250W / BSL 250 WX
5.1.4	Drum capaciy	For a total length of not less than 2,000 mtrs., 72mm/76mm wire rope.	2400 mtrs / 72mm
5.1.5	Work wire	Total length of 2000 mtrs. or more of 72/76mm required	2400 mtrs / 72mm
5.1.6	Drum speed [M/min]		60 ton @ 28mtr/min & 250 ton @6,4 mtr/min
5.1.7	Winch stall capacity	Not less than 250 T	250 ton
5.1.8	Line pull		350 ton
5,2	Wildcat for chains		
5.2.1	Suitable for 70 mm Chain		76mm / 83mm
5.2.2	Chain lockers	Not less than 2 for 70mm stud- link chains	600 m 3 1/4 " chain
5.2.3	Chain locker capacity [cubic meters]	2 X 90 cu mtrs.	203 cu. Mtrs.
5. 3	Tow nine and shark issue		Karm 130318/130554, 240 ton.



ا درد	i swelviens nine sind wor		
			Karm O 350/130318/130554, 240 ton.
5,4	Spare Storage		Two storage drums. One can hold 1200m. 70 mm. Wire and the other 1000 m.64 mm. We
5,5	Stern roller		Ulstein 3,66 mtr x 2,50 mtr, 350 ton SWL
5,6	Tugger winches		2 Brattvaag WMA 1010
5,7	Capstans [on aft deck]		2
6	NAVIGATION AND COMMUNICAT	TION EQUIPMENT	
6,1	Gyrocompass	REQUIRED	Anshutz Standard 20
6,2	Magnetic compass	REQUIRED	Standard
6,3	Echo sounder	REQUIRED	Simrad / ED161
6,4	Auto pilot	REQUIRED	Racal Decca Pilot 450
6,5	Radar	REQUIRED	2 Furuno ARPA, X and S band, 72 nm
6,6	SSB Radio transceiver/ GMDSS	REQUIRED	JRC (GMDSS area 4) JSS-800
6,7	Marine VHF transceiver	REQUIRED	2 - JRC/JHS-324 & Sailor/RT2048
6,8	GPS	REQUIRED	Phillips MK10, Furuno GP 80
6,9	Portable VHF	REQUIRED	5 - 3 x Jotron/Tron & 2 x Motorola GP 300
6,10	INMAR SAT	REQUIRED	Satpol/Phillips Safecom C
7	ACCOMODATION		
7,1	Crew compliment		17
7,2	For charterer's use	Suitable accomodation for five persons required	7
8	CAPACITIES		
8,1	Deck cargo	Not less than 500 Ton	750 ton
8,2	Deck-loading [T/sq mtrs]		6 T/m3
8,3	Fuel (m ³)		1041 m3





8,4	Drill water (m³)		516 m3
8,5	Pot water (m ³)		289 m3
8,6	Ballast water (m ³)		516 m3
8,7	Liquid mud (m ³)	REQUIRED	119 m3
8,8	Dry bulk (m³)	·	196 m3
8,9	Dead weight [Tons]	Not less than 1000 Tons at 5,95 M draught	5 m at 1000 DWT (TOTAL DWT 2005 TON)
8,1	4" Cam lock couplings	Required on all hoses	Yes
9	RIGGING EQUIPMENT		
		WILL BE PROV	/IDED
10	FIFI	VESSE	L IS FITTED WITH FI-FI Class-II
11	OTHER CAPABILITIES		*
	Certificates	1. Certificate of Registry	ENCLOSED
		2. Class Certificate (H&M)	ENCLOSED
		3. Bollard Pull Certificate	ENCLOSED
		4. G.A PLAN	ENCLOSED
		5. DEAD WEIGHT SCALE	ENCLOSED



ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels Code Name: "SUPPLYTIME 89" - dated



INSURANCE

insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) <u>Marine Hull Insurance.</u> Hull and Machinery Insurance shell be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance, Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$5 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towers liability (unless carried elsewhere).
- (3) <u>General Third Party Lisbility Insurance.</u> Coverage shall be for: Bodily Injury per person Property Damage per occurrence.

- (4) Workmen's Compensation and Employee's Liability Insurance for Employees. – Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. Covering all owned, hired and non-owned vehicles, coverage shall be for:

Bodity Injury Property Damage According to the local law. In an amount equivalent to

single limit per occurrence.

(6) Such other insurances as may be agreed.

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ANNEX "C" to Uniform Time Charter Party for Offshore Service Vessels Code Name: "SUPPLYTIME 89" - dated



AGREEMENT FOR MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(Optional, only applicable if stated in Box 28 in PART I)

This Agreement is made between the Owners and the Charterers and is premised on the following:

- (a) The Charterers and the Owners have entered into a contract or agreement dated as above regarding the performance of work or service in connection with the Charterers' operations offshore ("Operations");
- (b) The Charterers and the Owners have entered into, or shall enter into, contracts or agreements with other contractors for the performance of work or service in connection with the Operations;
- (c) Certain of such other contractors have signed, or may sign, counterparts of this Agreement or substantially similar agreements relating to the operations ("Signatory" or collectively "Signatories"); and
- (d) The Signatories wish to modify their relationship at common law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

in consideration of the premises and of execution of reciprocal covenants by the other Signatories, the Owners agree that:

- 1. The Owners shall hold harmless, defend, indemnify and walve all rights of recourse against the other Signatories and their respective subsidiary and affiliate companies, employees, directors, officers, servents, agents, invitees, vessel(s), and insurers, from and against any and all claims, demands, liabilities or causes of action of every kind and character, in favour of any person or party, for injury to, litness or death of any employee of or for damage to or loss of property owned by the Owners (or in possession of the Owners by virtue of an arrangement made with an entity which is not a Signatory) which injury, litness, death, damage or loss arises out of the Operations, and regardless of the cause of such injury, litness, death, damage or loss even though caused in whole or in part by a pre-existing defect, the negligence, strict liability or other legal fault of other Signatories.
- 2. The Owners (including the Vessel) shall have no liability whatsoever for injury, itness or death of any employee of another Signatory under the Owners' direction by virtue of an arrangement made with such other Signatory, or for damage to or loss of property of another Signatory in the Owners' possession by virtue of an arrangement made with such other Signatory. In no event shall the Owners (including the Vessel) be liable to another Signatory for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.

- 3. The Owners undertake to obtain from their insurers a waiver of rights of subrogation against all other Signatories in accordance with the provisions of his Agreement governing the mutual liability of the Signatories with regard to the Operations.
- 4. The Owners shall attempt to have those of their sub-contractors which are involved in the Operations become Signatories and shall promptly furnish the Charterers with an original counterpart of this Agreement or of a substantially similar agreement executed by its sub-contractors.
- 5. Nothing contained in this Agreement shall be construed or held to deprive the Owners or the Charterers or any other Signatory as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where the Owners or the Charterers or any other Signatory may seek an indemnity under the provisions of this Agreement as against each other in respect of a claim brought by a third party, the Owners or the Charterers or any other Signatory shall seek to limit their liability against such third party.
- 6. The Charterers shall provide the Owners with a copy of every counterpart of this Agreement or substantially similar agreement which is executed by another Signatory pertaining to the Operations, and shall, in signing this, and in every counterpart of this Agreement, be deemed to be acting as agent or trustee for the benefit of all Signatories.
- 7. This Agreement shall inure to the benefit of and become binding on the Owners as to any other Signatories on the later of the date of execution by the Owners and the date of execution of a counterpart of this Agreement or a substantially similar agreement by such other Signatory pertaining to the Operations.
- 8. Any contractor, consultant, sub-contractor, etc., performing work or service for the Charterers or another Signatory in connection with the Operations which has not entered into a formal contract for the performance of such work or service may nevertheless become a Signatory by signing a counterpart of this Agreement or a substantially similar agreement which shall govern, as to the subject of this Agreement, the relationship between such new Signatory and the other Signatories and also by extension its relations with the Charterers.
- This Agreement may be executed in any number of counterparts or substantially similar agreements as necessary but all such counterparts shall together constitute one legal instrument.

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ANNEX "D" UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89" -DATED

OWNERS VESSEL MARINE CREW

MARINE CREW

Provided by Owners

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PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

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AMREX'A' and the quality and quarity of fuel, lubricants and water at the firm of delivery and receivery harounder. The Owners and the Charterers and the Charterers and preventile form of delivery and receivery harounder. The Owners and the Charterers and the Charterers and preventile form of the Market and pre					
time of delivery and redelivery hareunder. The Owners and the Charterers shall jointly share the time and expense of such surveys. 68 Semployment and Area of Operation (a) The Vessel shall be employed in offshore activities which are lawful in 69 109 109 109 109 109 109 109					
shall jointly share the time and expense of such surveys. 88 Vessel in port as well as alongside the offshore units; will operate the 140 machinery on board the Vessel for loading and unloading cargoes; and will 141 hook and unbook cargo on board the Vessel when loading or discharging 142 alongside offshore units. If the port regulations or the search and/or labour 143				electric cables, fuel, water and pneumatic hoses when object on broad his	
5. Employment and Area of Operation 69 hook and unbook cargo on board the Vessel for loading and unbooking cargoes; and will 141 hook and unbook cargo on board the Vessel when loading or discharging 142 alongside offshore units. If the port regulations or the search and/or labour 143					
5. Employment and Area of Operation 69 hook and unbook cargo on board the Vessel when loading or discharging 142 alongside offshore units. If the port regulations or the seamen and/or labour 143		loand to the site of a program of service on sales	·VV		
(a) The Vessel shall be employed in offshore activities which are levelul in 70 alongside offshore units. If the port regulations or the seamen and/or labour 143		Circles and the start of Chinadilan	en.		
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PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

	-2015-FLITTIME 88. OUROUM III	me Cha	arter Party for Offshore Service Vessels	
	unions do not permit the Crew of the Vessel to carry out any of this work, then	144	10. Hitre and Paryments	214
	the Charlerers shall make, at their own expense, whetever other	145	(a) Him The Charterers shall pay Hire for the Vessel at the rate stated in Box	215
	anargements may be necessary, always under the direction of the Master.	146	19 per day or pro rate for part thereof from the time that the Vessel is delivered	
	(d) I for Charlesers have reason to be described with the conduct of the	147	to the Charlerers until the expiration or senter termination of this Charles	217
	Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the	148	Party.	218
	complaint proves to be well founded, the Owners shall as soon as researchly	148 150	(b) Extension Hire If the option to extend the Charter Period under Clause	219
	possible make appropriate changes in the appointment.	151	1(b) is exercised, Hire for such extension shall, unless stated in <u>Box 20</u> , be mutually agreed between the Owners and the Charlerers.	220
	(d) The entire operation, navigation, and management of the Vessel shall be in		(c) Advanced of High. The rate of hire chall be adjusted to reflect	221 222
	the exclusive conicci and command of the Owners, their Master, Officers and	153	documented changes, wher he date of entering into the Charter Party or the	223
	Crew. The Vessel will be operated and the services hereunder will be	154	date of commencement of employment, whichever is earlier, in the Owners'	224
	rendered as requested by the Charterers, subject always to the exclusive	155	code arising from changes in the Charlemen' requirements or regulations	225
	right of the Owners or the Master of the Vessel to determine whether operation		poverning the Vessel and/or its Crow or this Charles Party.	226
	of the Vessel may be saisly undertaken. In this performance of the Charter Party, the Owners are deemed to be an independent contractor, the	157	(d) inotals: - All involces shall be lessed in the contract currency stated in	227
	Charterers being concerned only with the results of the services performed.	158 159	Box 19. In respect of reimbursable expenses incurred in currencies other	228
	The state of the s	1.00	then the contract currency, the rate of exchange into the contract currency shall be that quoted by the Contral Bank of the country of such other currency	229
7.	Owners to Provide	160	as at the date of the Owners' Invoice, invoices covering Hire and any other	230 231
•	(a) The Owners shall provide and pay for all provisions, wages and all other	181	payments due shall be leaved monthly as stated in Box 21(f) or at the	232
	expenses of the Master, Officers and Crewr, all maintenance and repair of the	162	expiration or earlier termination of this Charter Party. Notwithstanding the	233
	Vessel's hull, mechinery and equipment as specified in ANNEX "A"; also,	163	foregoing, bunkers and Aubricanis on board at delivery shall be invoiced at	234
	except as otherwise provided in this Charter Party, for all insurance on the	164	the time of delivery.	235
	Vessel, all dues and charges directly related to the Vessel's flag and/or	165	(e) Promerts - Payments of Hire, bunker involces and disturbements for the	236
	registration, all decit, cabin and enginercom stores, cordage required for ordinary ship's purposes mooning alongside in harbour, and all furnigation	166 167	Charterers' account shall be received within the number of days stated in Box 23 from the date of receipt of the invoice. Payment shall be made in the	237
	expenses and de subsation certificates. The Owners' obligations under this	168	contract currency in full without discount to the account stated in Box 22.	238 239
	Clause extend to cover all liabilities for consular charges apportaining to the	169	However any advances for disbursements made on behalf of and approved by	240
	Master, Officers and Crew, customs or import duties arising at any time during	170	the Owners may be deducted from Hire due.	241
	the performance of this Charter Party in relation to the personal effects of the	171	If payment is not received by the Owners within 5 banking days following the	242
	Mester, Officers and Crew, and in relation to the stores, provisions and other	172	due date the Owners are entitled to charge interest at the rate stated in Box 24	243
	meters as abresald which the Owners are to provide ancilor pay for and the Owners shall refund to the Charlesons any sums they or their agents may have	173 174	on the amount outstanding from and including the due date until payment is received.	244 245
	paid or been compelled to pay in respect of such liability.	175	Where an invoice is disputed, the Charterers shall in any event pay the	245
	(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners'	176	undisputed portion of the tracks but shall be entitled to withhold payment of	247
	expense with any towing and anchor handling equipment specified in Section	177	the disputed portion provided that such portion is reasonably disputed and	248
	S(b) of NIFEX "A". If during the Charter Period any such equipment becomes	178	the Charleman specify such resson, interest will be chargeable at the rate	249
	lock damaged or unconsception, other from at it mouth of the Owners'	179	stated in Box 24 on such disputed amounts where resolved in layour of the	250
	negligence, the Charlerent chall either provide, or direct the Owners to	180	Owners. Should the Owners prove the validity of the disputed portion of the	251
	provide, an equivalent replacement at the Charterent expense,	181	invoice, belance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charlerons claim be valid, a	252
	Charterers to Provide	***	corrected invoice shall be issued by the Owners.	253 254
•	(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel,	182 183	in default of payment as herein specified, the Owners may require the	255
	Libricants, water, dispersants, firelighting fourn and transport hereof, port	184	Charterers to make payment of the amount due within 5 benking days of	256
	charges, pilologe and bostmen and canal steersmen (whether computerry or	185	receipt of notification from the Owners; failing which the Owners shall have	257
	not, bunch hire funiese incurred in connection with the Owners' business),	186	the right to withdraw the Vessel without projudice to any claim the Owners	258
	light dues, kup assistance, canal, dock, harbour, tormage and other dues and	187	may have against the Charlerers under this Charler Party. While payment remains due the Owners shall be entitled to suspend the	250 260
	charges, agencies and commissions incurred on the Charleren' business, costs for security or other watchmen, and of quarantine (if occasioned by the	188 189	performance of any and all of their obligations hereunder and shall have no	261
	nature of the cargo carried or the ports visited whilst employed under this	190	responsibility whatsoever for any consequences thereof, in respect of which	262
	Charles Party but not otherwise).	191	the Charlerers hereby indemnify the Owners, and Hire shall continue to	263
	(b) At all lines the Charterers shall provide and pay for the loading and	192	accrue and any extra expenses resulting from such suspension shall be for	264
	unloading of cargoes so far as not done by the Vessel's crew, cleaning of	193	the Charteren' account. (1) Audit - The Charterers shall have the right to appoint an independent.	265 266
	cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all	194 195	chartered accountant to audit the Owners' books directly related to work	267
	ropes, sings and special numbers (including bulk cargo discharge hoses)	198	performed under this Charter Party at any lime after the conclusion of the	268
	actually used for loading and discharging, inert gas required for the	197	Charter Party, up to the copiny of the period stated in Box 25, to determine the	260
	protection of cargo, and electrodes used for offshore works, and shall	195	validity of the Owners' charges hereunder. The Owners undertake to make	270
	reimburse the Owners for the actual cost of replacement of special mooring	199	their records available for such purposes at their principal place of business	271
	lines to offenore units, wires, nylon spring lines etc. used for offenore works,	200	during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as accroprists.	272 273
	all hose connections and adaptors, and further, shall refill oxygen/acetylene	201	moves man to here had together his attitude to move as district state.	213
	bottles used for offshore works. (c) The Charlesers shall pay for oustoms duties, all permits, import duties	202 203	11. Suspension of Hire	274
	(including costs involved in establishing temporary or permanent importation	204	(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of	275
	bonds), and clearance expenses, both for the Vessel and/or equipment,	205		276
	required for or arising out of this Charter Party.	206	accidents to the Vessel, the Vessel is prevented from working, no Hire shall be	277
			payable in respect of any time lost and any Hire paid in advance what be	278
9.	Bunkan	207		279
	Unless otherwise agreed, the Vessel shall be delivered with bunkers and	206		280
	lubricants as on board and redelivered with sufficient bunkers to reach the next bunkering stage an route to her next port of call. The Charlerons upon	209		281 282
		210 211		283
		212		284
		213	instructions of the Charteren;	285
	• •	-	(iii) deviation from her Charles Party duties or exposure to abnormal risks at	288

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(iii) deviation from her Charter Party duties or exposure to abnormal risks at

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PART H "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

the control of the Photogram	000	The state of the s	
the request of the Cherterenc; (iv) detention in consequence of being driven into port or to anchorage	287 288	arising out of or in connection with such loss, damage, liability, personal	354
through stress of weather or trading to shellow harbours or to river or	289	injury or death. (c) <u>Consequential Damages</u> . Healther party shall be liable to the other for, and	355 356
ports with bers or suffering an accident to her cargo, when the expenses	290	each party hereby agrees to protect, defend and indemnify the other against.	357
resulting from such detention shall be for the Charterers' account	291	any consequential damages wheteoever existing out of or in connection with	358
however incurred;	292	the performance or non-performance of this Charter Party, including, but not	350
(i) defanition or damage by los;	293	limited to, loss of uses, loss of profits, shut-in or loss of production and cost of	360
(vi) any act or omission of the Charterers, their servants or agents. (b) Liability for Vessel not Working The Owners' liability for any loss,	294 295	TRUTACE.	361
damage or dolary sustained by the Charterers as a result of the Vessel being	296	(d) <u>Limitations</u> Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterens, as against any person or party.	362
prevented from working by any cause whatsoever shall be limited to	297	including as against each other, of any right to claim limitation of liability	363 364
suspension of file.	298	provided by any applicable law, statute or convention, save that nothing in	365
(c) Maintenance and Drydyching Holesthelanding auti-clause (a) hereof, the	200	this Charter Party shall create any right to limit liability. Where the Owners or	366
Charteness shall grant the Owners a meximum of 24 hours on hire, which shall	300	the Charterers may seek an indemnity under the provisions of this Charter	367
be cumulative, per month or pro rate for part of a month from the	301	Party or against each other in respect of a claim brought by a third party, the	368
commencement of the Charter Period for maintenance and repairs including	302	Owners or the Charlerers shall seek to limit their flability against such third	369
dydocting (herehalter referred to as "maintenance allowance"). The accumulated maintenance days shall however at any time not exceed six (6)	303	perly.	370
days. If the accumulated time is not utilized within six (6) months it would		 (e) <u>Himsteye Clause.</u> - (f) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or 	371 372
automatically lapse and will not be carried forward.		provided by this Charter Party or by any applicable statute, rule or regulation	373
The Vessel shall be drydocked at regular intervals. The Charterers shall place	304	for the benefit of the Charlerers shall also apply to and be for the benefit of the	374
the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated	305	Charleners' perent, attitioned, related and substitiony companies; the	375
by the Owners at a later date) having facilities suitable to the Owners for the ourness of such dividocities.	306 307	Charlerers' contractors, sub-contractors, clients, joint venturers and joint	376
During reconsilie voyage time biten in transile between such part and Area	308	interest owners (always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters.	377
of Operation the Vescel shall be on hire and such time shall not be counted	309	(I) All exceptions, exemptions, defences, immunities, limitations of liability.	378 379
against the accumulated maintenance allowance:	310	indemnities, privileges and conditions granted or provided by this Charter	380
Hire shall be suspended during any time taken in maintenance repairs and	311	Party or by any applicable statute, rule or regulation for the benefit of the	381
drydocting in excess of the accumulated mathlemance allowance.	312	Owners shall also apply to and be for the benefit of the Owners' parent,	382
in the event of less time being taken by the Owners for repairs and dryslocking or, allomatively, the Charlorors not making the Vescel available for all or part	313 314	atiliated, related and subsidiary companies, the Owners' sub-contractors,	383
of this time, the Charleson shall, upon expiration or earlier termination of the	315	the Vessel, its Mester, Officers and Crew, its registered owner, its operator, its demine charteror(s), their respective employees and their respective	384 385
Charles Party, pay his equivalent of the daily rate of Hire then provailing in	316	underwillers	386
addition to Him otherwise due under this Charles Party in respect of all such	317	(iii) The Owners or the Charlorers shall be deemed to be acting as agent or	387
time not so laken or made available.	318	trustee of and for the benefit of all such persons and person set forth above,	388
Upon commencement of the Charler Period, the Owners agree to furnish the	319	but only for the limited purpose of contracting for the extension of such	389
Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in	320 321	benefits to such persons and parties. (f) <u>Mutual Waher of Recourse (Optional</u> , only applicable if stated in <u>Box 28</u> , but	390 391
achering to such predictormined drydocking achedule for the Vessel. It is	322	regardless of whether this option is exercised the other provisions of Clouse 12	382
understood between Owner and Charter that regular dry-docking is not		shall apply and shall be paramount)	393
acheduled to take place during the first period of Charler Hire, that is during		in order to avoid disputes regarding liability for personal injury or death of	394
the first 36 months.	- Ann	employees or for loss of or damage to property, the Owners and the	395
12. Liabilities and indemnities (a) Owners - Notwithstanding snything else contained in this Charlet Party	323 324	Charterers have entered into, or by this Charter Party agree to enter into, an Agreement for Mulual Indomnity and Walver of Recourse (in a form	398 397
excepting Couses 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charleners shall	325	substantially similar to that specified in ANNEX (C) between the Owners, the	398
not be responsible for loss of or damage to the property of the Owners or of	326	Charterers and the various contractors and sub-contractors of the Charterers.	398
their contraction and sub-contractions, including the Vessel, or for personal	327	(g) Hezardous and Hodous Substances Notwithstanding any other	400
injury or death of the employees of the Owners or of their contractors and	328	provision of this Charler Party to the contrary, the Charlerens shall always be	401
sub-contractors, arising out of or in any way connected with the performance of this Charler Party, even it such lose, demage, injury or death is caused	329 330	responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors, by the Charlerers, or by	402 403
wholly or partially by the act, neglect, or default of the Charlorers, their	331	third parties, with respect to the Vessel or other property, personal injury or	404
employees, contractors or sub-contractors, and even if such loss, damage,	332	death, pollution or otherwise, which losses, damages or liabilities are caused,	405
injury or death is caused wholly or partially by unseemorthiness of any vessel;	333	directly or indirectly, as a result of the Vessel's carriage of any hazardous and	408
and the Owners and their contractors and sub-contractors shall indemnily,	334	noxious substances in whatever form as ordered by the Charlorers, and the	407
protect, defend and hold harmless the Cherterers from any and against all claims, costs, expenses, actions,	335	Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoover or howsover arising with	406 409
proceedings, suits, demands and liabilities whatsoever arising out of or in	336	respect to the carriage of hezardous or nodous substances.	410
connection with such loss, damage, personal injury or death.	337		
(b) Charterers - Hobelhatanding anything else contained in this Charter	338	13.Pollution	411
Party excepting Clause 21, the Owners shall not be responsible for loss of,	339	(a) Except as otherwise provided for in Clause 15(c)(iii), the Owners shall be	412
damage to, or any liability arising out of anything loved by the Vessel, any	340 341	lable for, and agree to indemnify, defend and hold harmless the Charlorers	413
cargo laden upon or carried by the Vessel or her low, the property of the Cherterers or of their contractors and sub-contractors, including their	342	egainet, all claims, costs, expenses, actions, proceedings, suits, demands	414 415
ofishore units, or for personal injury or death of the employees of the	343	and liabilities whelsoever arising out of actual or potential pollution damage and the cost of cleanup or control thereof arising from acts or omissions of	416
Charterers or of their contractors and sub-contractors (other than the Owners	344	the Owners or their personnel which cause or allow discharge, spills or leaks	417
and their contractors and sub-contractors) or of anyone on board anything	345	from the Vessel, except as may amenate from cargo thereon or therein.	418
beed by the Vessel, arising out of or in any way connected with the	346	(b) The Charterers shall be fiable for and agree to indomnity, defend and hold	419
performance of this Charter Party, even it such loss, damage, liability, injury or death is caused wholly or perfeitly by the act, neglect or default of the	347 348	harmless the Owners from all claims, costs, expenses, actions, proceedings,	420
Owners, their employees, contractors or sub-contractors, and even if such	349	suits, demands, liabilities, loss or damage wheteoever arising out of or	421
lose, damage, liability, injury or death is caused wholly or partially by the	350	resulting from any other actual or potential politition damage, even where caused wholly or partially by the act, neglect or default of the Owners, their	422 423
unacovertifiess of any vessel; and the Charleters and their contractors and	351	employees, contractors or sub-contractors or by the unseeworthiness of the	424
sub-contractions shall indemnify, protect,			425
defend and hold harmless the Owners from any and against all claims, costs,	352		

defend and hold harmless the Owners from any and against all claims, coets, 352
expenses, actions, proceedings, sults, demands, and fiobilities whitesoever 353
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PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

4.haunnos	426	The Owners shall have a lien upon all cargoes for all claims against the	45
(a)(i) The Owners shall procure and maintain in effect for the duration of this	427	Charlorers under this Charler Party and the Charlerers shall have a lien on the	45
Charles Party, with reputable insurers, the insurances set forth in ANNEX B.	428	Vessel for all monies paid in advance and not earned. The Charlerers will not	50
Policy limits shall not be less than those indicated. Reasonable deductibles	429	suffer, nor permit to be continued, any lien or encumbrance incurred by them	50
are acceptable and shall be for the account of the Owners.	430	or their agents, which might have priority over the title and interest of the	50
(ii) The Charlerers shall upon request be named as co-insured. The Owners	431	Owners in the Vessel. Except as provided in Clause 12, the Charterers shall	50
shall upon request cause insurers to waive subrogation rights against the	432	indemnity and hold the Owners harmless against any lien of whatsoever	50
Charterers (as encompessed in Clause 12(e)(ii)). Co-insurance and/or	433	nature arising upon the Vessel during the Charter Period white she is under	50
waivers of subrogation shall be given only insofar as these relate to liabilities	434	the control of the Charlerens, and against any claims against the Owners	- 50
which are properly the responsibility of the Owners under the forms of this	435	arising out of the operation of the Vessel by the Charterers or out of any	50
Charler Party.	436	neglect of the Charterers in relation to the Vessel or the operation thereof.	50
(b) The Owners shall upon request furnish the Charlerers with certificates of	437	Should the Vessel be arrested by reason of claims or liens arising out of her	50
insurance which provide sufficient information to verify that the Owners have	438	operation hereunder, unless brought about by the act or neglect of the	51
complied with the insurance requirements of this Charter Party.	439	Owners, the Charterers shall at their own expense take all reasonable steps to	
(c) If the Owners fail to comply with the afonesald insurance requirements, the	440	secure that within a reasonable time the Vessel is released and at their own	
Charterers may, without projudice to any other rights or remedies under this	441	expense put up half in secure release of the Vessel.	51
Charter Party, purchase similar roverage and deduct the cost thereof from	442	avivaria for th tree is sective tespesa of \$10 842505	51
any payment due to the Owners under this Charter Party.	443	ANTA ALIC MAIN ALICE A	
any pariminant at the comme dates and comme t and.	7753	17. Sublet and Assignment	51
F. B., A	***	(a) Cherterers The Charterers shall have the option of subjetting, assigning	51
5.Saving of Life and Salvege	444	or bening the Vessel to any person or company not competing with the	51
(a) The Vessel shall be permitted to deviate for the purpose of saving life at	445	Owners, subject to the Owners' prior approval which shall not be	51
sea without prior approved of or notice to the Charlerent and without loss of	448	unreasonably withheld, upon giving notice in writing to the Owners, but the	51
Her provided however that notice of such deviation is given as soon as	447	original Charteners shall always remain responsible to the Owners for due	51
possible.	448	performance of the Charler Party and contractors of the person or company	52
(b) Subject to the Charterent consent, which shall not be unreasonably	449	taking such subletting, assigning or loan shall be deemed contractors of the	52
withheld, the Vessel shall be at liberty to undertake attempts at salvage, it	450	Charlerers for all the purposes of this Charler Party. The Owners make it a	52
being understood that the Vessel shall be off hire from the time she leaves	451	condition of such consent that additional Hire shall be paid as agreed	52
port or commences to deviate and she shall remain off-hire until she is again	452	between the Charlerers and the Owners having regard to the nature and	52
in every way ready to resume the Charlerens' service at a position which is not	453	period of any intended service of the Vessel.	52
less toyourable to the Charlerers than the position at the time of leaving port	454	(b) If the Voccel is subjet, assigned or loaned to undertake rig anchor	52
or devising for the salvage services.	455	handing and/or lowing operations connected with equipment, other than that	52
All salvage monion earned by the Vessel shall be divided equally between the	456	uced by the Charlement, then a daily increment to the Hire in the amount as	52
Owners and the Charlerens, after deducting the Master's, Officers' and Crew's	457	stated in Box 29 or pre-rata chall be paid for the period between departure for	52
share, legal expenses, value of fuel and fubricants consumed, Hire of the	458	such operations and return to her normal dubos for the Charlomes.	53
Vessel but by the Owners during the salvage, repairs to damage sustained, if	459	(c) Owners - The Owners may not assign or transfer any part of this Charter	53
any, and any other extraordinary loss or expense sustained as a result of the	460	Party without the written approval of the Charterers, which approval shall not	53
salvage.	461	be unreasonably withheld.	53
The Charlerens shall be bound by all measures taken by the Owners in order	462	Approval by the Charlerers of such subletting or assignment shall not relieve	53
to secure payment of salvage and to fix its amount.	463	the Owners of their responsibility for due performance of the part of the	53
(c) The Owners shall waive their right to claim any award for salvage	464	services which is subjet or assigned.	53
performed on property owned by or contracted to the Charterers, always	465		
provided such property was the object of the operation the Vessel was	468	18. Substitute Vessel	53
chartered for, and the Vessel shall remain on hire when rendering salvage	467	The Owners shall be entitled at any time, whether before delivery or at any	530
services to such property. This walver is without projudice to any right the	468	other time during the Charter Period, to provide a substitute vessel, subject to	53
Vessel's Master, Officers and Crew may have under any title.	469	the Charleren' prior approval which shall not be unreasonably withheld.	54
If the Owners render assistance to such properly in distress on the basis of	470		
"no claim for salvage", then, notwithstanding any other provisions contained	471	19.War	541
in this Charler Party and even in the event of neglect or default of the Owners,	472	(a) Unless the consent of the Owners be list obtained, the Vessel shall not be	54
Master, Officers or Crew:	473	ordered nor continue to any port or place or on any voyage nor be used on	54
(i) The Charlerers shall be responsible for and shall indemnify the Owners	474	any service which will bring the Vessel within a zone which is dangerous as a	54
against payments made, under any legal rights, to the Master, Officers	475	result of any actual or threatened act of wor, war, hostilities, warlike	543
and Crew in relation to such assistance.	478	operations, acts of piracy or of hostility or malicious damage against this or	546
(ii) The Charlesen shall be responsible for and shall reimburse the Owners	477	any other vessel or its cargo by any person, body or state whatsoever,	547
for any loss or damage sustained by the Vessel or her equipment by	478	revolution, civil war, civil commotion or the operation of international law, nor	548
reason of giving such assistance and shall also pay the Owners'	479	be exposed in any way to any risks or panelties whatsoever consequent upon	545
additional expenses thereby incurred.	480	the imposition of sanctions, nor carry any goods that may in any way expose	550
(iii) The Charleners shall be responsible for any actual or polential spill,	481	her to any ricks of selzure, capture, penalties or any other interference of any	551
seepage and/or emission of any pollulant however caused occurring	482	kind whatsoever by the belligerent or lighting powers or parties or by any	552
within the ofishore site and any pollution resulting therefrom	483	government or rulers.	553
wheresoever it may occur and including but not limited to the cost of	484	(b) Should the Vessel approach or be brought or ordered within such zone, or	554
such measures as are resecrably necessary to prevent or mitigate	485	be exposed in any way to the said risks, (i) the Owners shall be entitled from	555
policion damage, and the Charterers shall indemnify the Owners	486	time to time to insure their interest in the Vessel for such terms as they deem	556
against any liability, cost or expense arising by reason of such actual or	467	fit up to its open merket value and also in the Hire against any of the risks	557
potential spill, seepage and/or emission.	488	likely to be involved thereby, and the Charlerons shall make a refund on	558
(v) The Vessel shall not be off-hire as a consequence of giving such	489	demand of any additional premium thereby incurred, and (ii) notwithstanding	550
assistance, or effecting repairs under sub-paragraph (1) of this sub-	490	the learns of Clause 11 Hire shall be payable for all time lost including any loss	560
clause, and fine taken for such repairs shall not count against firme	491	owing to loss of or injury to the Master, Officers, Crew or passengers or to	561
granted under <u>Clause 11(c)</u> .	492	refusal by any of them to proceed to such zone or to be exposed to such risks.	562
(v) The Charlerers shall indemnify the Owners against any liability, cost	493	(c) in the event of additional insurance premiums being incurred or the wages	563
and/or expense whatsoever in respect of any loss of life, injury, damage	494	of the Master and/or Officers and/or Crew and/or the cost of provisions and/	564
or other loss to person or property howsoever arising from such	495	or stores for deck and/or engine room being increased by reason of or during	565
assistance.	498	the existence of any of the matters mentioned in sub-clause (a) the amount of	566
		any additional premium and/or increase shall be added to the Hire, and paid	567
B.Llen	497	Perillia Chiada a a sandadina a Pharita a and a sandadina a sandad	COM





mariner, pilot or the servants of the Owners in the nevigetion or the

negligence of the other ship and any act, neglect or default of the Master,

PART II

"SUPPLYTIME 89" Uniform Time Charter Party for Offshare Sandon Vaccale

AND	1170 CH	and Land for Allerone Service Assesses	
account being rendered morably.	569	management of the Vessel, the Charlerers will indomnify the Owners against	640
(d) The Vessel shall have liberty to comply with any orders or directions as to	570	all loss or liability to the other or non-carrying strip or her owners insofar as	641
departure, arrivel, routes, ports of call, stoppages, destination, delivery or in any other way whetever given by the government of the nation under whose	571	such loss or liability represent loss of or damage to, or any claim whatsoever	642
flag the Vessel salls or any other government or any person for body) acting	572 573	of the owners of any goods carried under this Charter Party paid or payable by	643
or purposing to act with the authority of such government or by any	574	the other or non-carrying ship or her owners to the owners of the said goods and sel-oil, recouped or recovered by the other or non-carrying ship or her	644
committee or person having under the terms of the war risks insurance on the	575	owners as part of their claim against the Vessel or the Owners. The foregoing	645
Vessel the right to give any such orders or directions.	576	provisions shall also apply where the owners, operators or those in charge of	648 647
(a) in the event of the outbreak of war (who there have be a declaration of war or	577	any ship or ships or objects other than or in addition to the colliding ships or	648
not between any of the countries stated in Box 30 or in the event of the notion	578	objects are at fault in respect of a collision or contact.	649
under whose log the Vossel sale becoming involved in war (whether those be	579		
a doctoration of war or nog either the Owners or the Charterers may berningle	580	23. Structural Alterations and Additional Equipment	650
his Charler Party, who respon the Charleries shall redoller the Vessel to the Owners in accordance with <u>PART</u> If it has carge on board after discharge	581	The Charleson shall have the option of, at their expense, making structural	651
hereof at declination or, if debarred under this Clause from maching or	582	alternations to the Vessel or installing additional equipment with the written	652
entoring it, at a near open and cale port or place as directed by the Owners, or	583 584	consent of the Owners which shall not be unreasonably will held but unless	653
If the Veccel has no cargo on board, at the port or place at which it then is or if	585	otherwise agreed the Vessel is to be redelivered reinstated, at the Charterors'	854
at sees at a near, open and cale port or place as directed by the Owners, in all	586	expense, to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers, unless otherwise	855
cases like shall continue to be paid and, except as alorecald, all other	587	agreed, shall be responsible for repair and mainlenance of any such	658 657
provisions of this Charter Party shall apply until redail/very.	586	alteration or additional equipment.	658
(f) If it compliance with the provisions of this Clause anything is done or is not	589		-
done, such shall not be deemed a deviation.	590	24. Health and Safety	659
The Charterers shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d)	581	The Owners shall comply with and achieve to all applicable international,	660
and (f) of this Clause.	582 583	national and local regulations pertaining to health and safety, and such	681
	-	Charterers' instructions as may be appended hereto.	662
20. Excluded Ports	594		
(a) The Vessel shall not be ordered to nor bound to enter without the Owners'	595	25. Texas	683
written permission (a) any piace where lever or epidemics are provalent or to	596	Each party shall pay taxes due on its own profit, income and personnel. The Charlevers shall pay all other laxes and dues arising out of the operation or	664
which the Master, Officers and Crew by law are not bound to follow the Vesset	597	use of the Vessel during the Charter Period.	665 666
(b) any be-bound place or any place where lights, lightwhips, marks and	598	In the event of change in the Area of Operation or change in local regulation	667
budys are or are Boaly to be withdrawn by reason of ice on the Vessel's arrived or where here is that that ordinarily the Vessel will not be able on account of	599	and/or interpretation thereof, resulting in an unavoidable and documented	668
ios to reach the place or to got out after having completed her operations. The	600 601	change of the Owners' lox liability after the date of entering into the Charter	669
Vessel shall not be obliged to force ice nor to follow an icebreeker. If, on	602	Party or the date of commencement of employment, whichever is the earlier,	670
account of ice, the Master considers it dangerous to remain at the beding or	603	He shell be adjusted accordingly.	671
discharging place for fear of the Vessel being frozen in and/or damaged he	604	AARTON DESTRUCTION DE LA COMP	
has liberty to sail to a convenient open place and await the Charterers' fresh	605	26 Early Termination	672
Instructions	606	(a) For Charlorore Comonismon. The Charlorors may learning this Charlor Party at any time by giving the Owners written notice as stated in Box 15 and	673
(b) Should the Vessel approach or be brought or ordered within such place,	607	by paying the softlement stated in Box 14 and the demobilization charge	674 675
or be exposed in any way to the said risks, the Owners shall be entitled from	508	stated in Box 16, as well as little or other payments due under the Charter	676
time to time to insure their interests in the Vessel and/or Hire against any of the risks likely to be involved thereby on such terms as they shall think it, the	609 610	Party.	677
Charterers to make a retund to the Owners of the premium on demend.	611	(b) For Cause If either party becomes informed of the occurrence of any	678
Notwithstanding the terms of Clerese 11 Hire shall be paid for all time lost	612	event described in this Clause that party shall so notify the other party	679
including any lost owing to loss of or sickness or injury to the Master, Officers,	613	promptly in writing and in any case within 3 days after such information is	680
Crow or passengers or to the action of the Crow in refusing to proceed to such	614	received. If the occurrence has not ceased within 3 days after such notification has been given, this Charler Party may be forminated by either	681
place or to be exposed to such risks.	615	party, without projudice to any other rights which either party may have, under	682 683
As Assessed Assessed and State Military	K44	any of the following circumstances:	684
21. General Average and New Jason Clause General Average shall be adjusted and sedled in London unless otherwise	616 617	(i) Regulation If the government of the state of registry and/or the lag of	685
stated in Box 31, eccording to York/Antwerp Rules, 1974, as may be amended.	618	the Vessel, or any agency thereof, requisitions for hire or title or	686
Here shall not contribute to General Average. Should adjustment be made in	619	otherwise takes possession of the Vessel during the Charler Period.	687
accordance with the law and practice of the United States of America, the	620	 (i) <u>Confection</u> - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government. 	688
following provision shall apply:	621	confection, requisitions, expressions, selves or otherwise takes	889 690
"In the event of accident, danger, damage or disaster before or after the	622	possession of the Vessel during the Charter Period.	891
commencement of the voyage, resulting from any cause whatscever, whether due to realizence or not, for which, or for the consequence of which, the	623	(iii) Bankticky, - in the event of an order being made or resolution passed	692
Owners are not responsible, by statute, contract or otherwise, the cargo,	624 625	for the winding up, dissolution, liquidation or bankruptcy of either party	683
shippers, consignees or owners of the cargo shall contribute with the Owners	626	(otherwise than for the purpose of reconstruction or amelganistion) or if	694
in General Average to the payment of any sacrifices, loss or expenses of a	627	a receiver is appointed or if it auspends payment or ceases to carry on	695
General Average nature that may be made or incurred and shall pay salvage	625	Dusiness.	59 6
and special charges incurred in respect of the cargo.	629	(iv) Loss of Vessel - If the Vessel is lost, actually or constructively, or missing, unless the Owners provide a substitute vessel pursuant to	697 696
If a salving vessel is owned or operated by the Owners, selvage shall be paid	630	Clause 18. in the case of isrmination, Hire shall cause from the date the	699
for as fully as if the said salving vessel or vessels belonged to strangers. Such	631	Vessel was lost or, in the event of a constructive total bas, from the date	700
deposit as the Owners, or their agents, may down sufficient to cover the	632	of the event giving rise to such bes. If the date of loss cannot be	701
estimated contribution of the cargo and any salvage and special charges	633		702
thereon shall, if required, be made by the cargo, shippens, consignees or owners of the cargo to the Owners before delivery".	634 635	the date the Vessel was last reported.	703
an action of the state and state and state of the state o	~~·		704
22. Both-to-Blame Collision Clause	636		705
If the Vessel comes into collision with another ship as a result of the	637		706 202
nonfrance of the other ship and are not marked or distant of the Election	474	A see seems of the result of the control of the con	707

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vessel pursuant to Clause 18.

(VI) Force Majoure. - If a force majoure condition as defined in Clause 27

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PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

prevails for a period exceeding 15 consecutive days.	710	within 14 days, failing which the arbitrator already appointed shall act as sole	75
(vii) Default It either party is in repudiatory breach of its obligations	711	arbitrator. If two arbitrators properly appointed shall not agree they shall	75
hereunder.	712	appoint an umpire whose decision shall be final.	75
Termination as a result of any of the above mentioned causes shall not relieve	713	") (b) Should any dispute orise out of this Charler Party, the matter in dispute	75
the Charterers of any obligation for Hire and any other payments due.	714	that be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of	75 75
27. Force Majoure	715	any two of them chall be final, and for purpose of enforcing any award, this	75
Neither the Owners nor the Charterers shall be table for any loss, damages or	716	agreement may be made a rule of the Court. The arbitrators shall be members	75
delay or failure in performance hereunder resulting from any force meleure	717	of the Society of Maritime Arbitrators, Inc. of New York and the proceedings	754
event, including but not limited to acts of God, fire, action of the elements,	718	shall be conducted in accordance with the naise of the Society.	76
epidemics, war (declared or undeclared), worlike actions, insurrection,	719	1) (c) Any dispute arising out of this Charler Party shall be referred to arbitration	76
revolution or civil strile, piracy, civil war or hostile action, strikes or	720	at the place stated in Box 23 subject to the law and procedures applicable	78
differences with workmen (except for disputes releting solely to the Owners'	721	tion.	763
or the Charterers' employees), acts of the public enemy, federal or state laws,	722	- (d) If Box 33 in PART I is not filled in, sub-clause (a) of this Clause chall accel.	764
rules and regulations of any governmental authorities having or easering	723	7) (a), (b) and (c) are alternatives; state alternative agreed in Box 33	765
jurisdiction in the premises or of any other group, organisation or informat	724	A. Libitation for the second section and section and section and second section sectin	70.
association (whether or not formally recognised as a government), and any	725	32 Entire Agreement	70
other cause beyond the ressonable control of either party which makes	726	This is the entire agreement of the parties, which supercedes all previous	760 767
continuance of operations impossible.	121	written or oral understandings and which may not be modified except by a written are maintained except by a written amendment signed by both parties.	768 768
28. Notices and involces	728		
Notices and invoices required to be given under this Charler Party shall be	729	33. Severability Clause	770
given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.	730	If any portion of this Charler Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction.	77
29. Winck Removal	731	then such portion will be deemed to be stricken and the remainder of this	773
If the Vessel sinks and becomes a week and an obstruction to navigation and	732	Charter Party shall continue in full force and effect.	77
has to be removed upon request by any compulsory law or authority having	733		
jurisdiction over the area where the wreck is placed, the Owners shall be	734	34. Demise	775
liable for arry and all expenses in connection with the raising, removal,	735	Nothing herein contained shall be construed as creating a demise of	776
destruction, lighting or marking of the wreck.	736	the Vessel to the Charterers.	m
30.Confidentiality	737	35.Definitions	778
All information or data obtained by the Owners in the performance of this	738	"Well is defined for the purposes of this Charler Party as the time required to	779
Charter Party is the property of the Charterers, is confidential and shall not be	739	drill, lest, complete and/or abandon a single borehole including any side-	780
disclosed without the prior written consent of the Charlorers. The Owners	740	track thereof.	781
shall use their best efforts to ensure that the Owners, any of their	741	"Offshore unit" is defined for the purposes of this Charter Party as any vessel,	782
sub-contractions, and employees and agents thereof shall not disclose any	742	offshore installation, structure and/or mobile unit used in offshore	783
such information or data.	743	exploration, construction, pipelaying or repelly, exploitation or production. "Offshore site" is defined for the purposes of this Charler Party as the area	784 785
31. Law and Arbitration	744	within three nautical miles of an "offshore unit" from or to which the Owners	786
") (a) This Charter Party shall be governed by English Norweglan law and any dispute	745	are requested to take their Vessel by the Charlerens. "Employees" is defined for the purposes of this Charler Party as employees,	787 788
arising out of this Charter Party shall be referred to arbitration in London Outo,	746	directors, officers, servants, agents or styllees.	789
orie			
arbitrator being appointed by each party, in accordance with the Norwegian	747	36, Headings	790
Arbitration		The headings of this Charter Party are for identification only and shall not be	791
Acts 1950 and 1979 or any statutory modification or re-enectment thereof for	748	deemed to be part hereof or be taken into consideration in the interpretation	792
the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator that party shall appoint their arbitrator.	749 750	or construction of this Charler Party.	793